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5
6 UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

7 UNITED STATES OF AMERICA,

8 Plaintiff,

9 vs.

10 ED L. CHRISTENSEN,

11 Defendant.

No.

COMPLAINT

12
13 The United States of America (“United States”), for its complaint against
14 Defendant Ed L. Christensen (“Defendant”), alleges as follows:

15 **NATURE OF ACTION**

16
17 1. This is an action brought by the United States to enforce the Fair Housing
18 Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §
19 3601, *et seq.*

20
21 2. The United States brings this action for injunctive relief and monetary
22 damages on behalf of Angelique Raspone (“Raspone”) and her then fifteen-year old
23 son, Logan Denton (“Denton”), pursuant to 42 U.S.C. § 3612(o).

24
25 3. The United States alleges that Defendant discriminated against Raspone
26 and Denton by seeking to evict them for maintaining an emotional support animal for
27 Raspone, who is a person with disabilities; by denying Raspone’s request to keep an
28

1 emotional support animal as a reasonable accommodation that was necessary to afford
2 Raspone an equal opportunity to use and enjoy the dwelling; and by refusing to allow
3 Raspone and Denton to live in the dwelling with Raspone's emotional support animal
4 when such reasonable accommodation was necessary to afford Raspone and Denton an
5 equal opportunity to use and enjoy the dwelling, all in violation of the Fair Housing
6 Act, 42 U.S.C. §§ 3604(f)(1), 3604(f)(2), and 3604(f)(3)(B). The United States further
7 alleges Defendant retaliated against Raspone and Denton by interfering with their
8 enjoyment of the dwelling on account of their exercise of protected rights, in violation
9 of the Fair Housing Act, 42 U.S.C. § 3617.
10
11

12 **JURISDICTION AND VENUE**

13
14 4. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1345 and 42
15 U.S.C. § 3612(o).
16

17 5. Venue is proper in this District pursuant to 28 U.S.C. § 1391 and 42 U.S.C.
18 § 3612(o), because the alleged discrimination and retaliation occurred in this District
19 and the dwelling at issue is located in this District.
20

21 **PARTIES**

22 6. Plaintiff is the United States of America.

23 7. Raspone and Denton are "aggrieved persons," as defined in 42 U.S.C. §
24 3602(i).
25

26 8. Raspone has disabilities within the meaning of 42 U.S.C § 3602(h). She
27 has generalized Anxiety Disorder with Panic Episodes and Major Depressive Disorder,
28

1 Recurrent, Moderate, as well as long-standing physical disabilities. Raspone's mental
2 health disabilities substantially limit one or more of her major life activities, including
3 leaving home, interacting with other people in person and on the telephone, and
4 engaging in social activities. At all times relevant, Raspone received Social Security
5 disability benefits.
6

7 9. From approximately January 27, 2014, through September 12, 2016,
8 Raspone and Denton resided at 405 SE Jordan, Unit 203, Pullman, Washington, 99163
9 ("the Subject Property"). The Subject Property is a dwelling, as defined by 42 U.S.C. §
10 3602(b).
11

12 10. At all times relevant to this Complaint, Ed L. Christensen ("Defendant")
13 owned the apartment complex that included the Subject Property.
14

15 **FACTS**

16 11. On or about January 27, 2014, Raspone and Denton moved into Unit 203.
17 The final lease term at the Subject Property ran from February 1, 2016, to January 31,
18 2017.
19

20 12. On June 14, 2016, Raspone's father died. Raspone and Denton spent most
21 of the summer staying with Raspone's mother, while dealing with the estate. During
22 this time, Raspone bonded with her deceased father's dog, Tammy. Raspone found that
23 Tammy was highly responsive to her anxiety and helped stop her panic attacks.
24

25 13. On or about July 14, 2016, Raspone sent a handwritten letter to Defendant
26 asking for a reasonable accommodation to his "no pets" policy to allow her to have
27
28

1 Tammy, an assistance dog, in her unit. Along with her request, Raspone included a letter
 2 dated July 14, 2016, from Liana Shull, LICSW, a counselor at Palouse River Counseling
 3 who conducted her intake assessment. In the letter, Ms. Shull stated that “It was
 4 determined through intake screening tools and a face to face interview, that it would be
 5 beneficial and highly therapeutic for [Raspone] to have access to a Support Animal in
 6 her home.”

8
 9 14. On or about August 9, 2016, Defendant denied Raspone’s request for a
 10 reasonable accommodation via a letter in which, in pertinent part, he wrote the
 11 following:

- 12
- 13 • “it is not a question of ‘reasonable accommodation,’ but rather a dollar and cents
 14 decision – it cost[s] me money!”
 - 15 • “Reading between the lines of your note, it appears that you’ve already brought
 16 the dog onto the premises. This is a serious violation of your lease contract. **Clause**
V. USE of your contract reads:

17 **A. PETS TENANT shall not keep or permit pets in or about the Dwelling Unit,**
 18 **the Premises or environs, except NONE. TENANT agrees a breach of the pet**
 19 **provision constitutes a material noncompliance with the Lease and is grounds**
for termination if tenancy and eviction.

20 Should TENANT fail to comply, TENANT shall pay LANDLORD in each
 21 incidence, **\$60.00** for the violation plus charges provided in subsection 11.C.3 to
 22 issue a notice to remedy or in the alternative vacate the premises plus **\$12.00** per
 23 day from the date of notice until the pet is removed for each unauthorized pet kept
 in or about the Dwelling Unit, Premises or environs. Should the pet be a dog,
\$120.00 and **\$25.00** per day shall apply.

24 15. In response to receiving the denial letter from the Defendant, Raspone
 25 requested a more detailed verification letter from her counselor at Palouse River
 26 Counseling, Alisha Dearmin, LICSW.

1 16. On or about August 23, 2016, Raspone sent Defendant a typewritten
2 letter titled "REQUEST FOR REASONABLE ACCOMMODATION," addressed to
3 Defendant. The document stated, in part:

4
5 I have a disability as defined by the fair housing laws . . . I use a service
6 animal to assist me with the functional limitations related to my disability.
7 My service animal enhances my ability to live independently, and to use
and enjoy my dwelling fully.

8 Type of service animal: Emotional Support/Assistance Dog.

9 As an accommodation for my disability, I request that you:

- 10
11 1. Waive your 'no-dog' policy
12 2. Waive your pet deposit or fees
13 3. Allow my service dog to reside with me.

14 I have attached a letter from my doctor or other medical professional . . .
15 who, in their professional capacity, has knowledge about my disability and
16 my need for a reasonable accommodation. This letter verifies that I have a
disability as defined in the fair housing laws, and that I have a disability-
related need for a service animal.

17 17. Raspone attached her letter dated August 23, 2016, a letter from Ms.
18 Dearmin dated August 23, 2016 which provided, in pertinent part:

19
20 [Ms. Raspone] is seeking her dog, Tammy, to be recognized as an
21 Emotion Support Animal. Ms. Raspone endorses her dog's ability to help
22 her calm down, interrupt panic episodes, soothe her anxiety/depression and
23 emotional distress to a level in which she is able to follow through with
24 needed tasks for example; making necessary phone calls, reduce isolation
and ability to leave home to complete required daily living tasks.

25 As you are likely aware, there is a growing body of professional literature
26 on the value of such animals in a person's life. Ms. Raspone's request is
27 consistent with literature and treatment supports regarding the potential
28 effect of an animal stabilizing and promoting healthy psychological
functioning. Ms. Raspone's request for such an accommodation for

1 housing is consistent with the Americans with Disabilities Act and the Fair
2 Housing Act.

3 The letter ended with an invitation to contact Ms. Dearmin directly with any further
4 questions regarding the recommendation.

5 17. On August 29, 2016, Defendant sent a response letter to Raspone's
6 Counselor, Ms. Dearmin, which stated, in part:
7

8 Dear Ms. Dearmin,

9 My name is Ed Christensen not Mr. *Christensen* and I welcome your incitement for me
10 to respond to you regarding the captioned discourse.

11 Candidly, I find its composition to be sophomoric, yet sarcastically, it is some of the most
12 comical gobbledygook I've read in years!

13 You are pretentious—I do not concur that I should or even would be aware of your views
14 concerning the value of animals in a person's life.

15 Further, I take umbrage with your insinuation that I am noncompliant and inconsistent
16 with the Fair Housing Act. I don't see allegations of your affiliation with the Washington
17 State Bar, so I need not add to the cacophonous jarring of you dispensing legal advice to
18 my tenant, Ms. Raspone. Your conduct seriously offends me, is egregious and more
19 profoundly, tortious.

20 Ms. Dearmin, I admonish you, cease and desist in this effort or you shall be exposed to
21 the legal ramifications for damages to my fiduciary relationship.

22 Adamently,

23 
Ed L Christensen

24 18. On or about August 30, 2016, Raspone and Denton returned full-time to
25 their apartment at the Subject Property so that Denton could attend school. Raspone
26 brought Tammy to live with her in the Subject Property.
27
28

19. On or about September 2, 2016, Defendant sent Ms. Angelique Raspone a letter dated September 2, 2016, which, in part, stated the following:

Dear Ms. Angie et al,

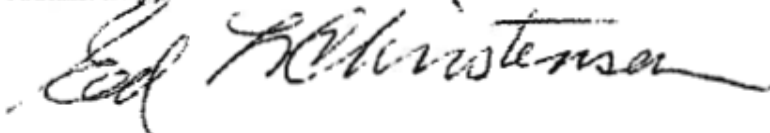
You are incorrigible! What do you not understand about, **NO DOGS!**

Your allegations to Palouse River Counseling and others that I am in violation of the Federal Fair Housing Act are groundless. Your lease with me, as well as my business practice, is in complete, *absolutely complete*, compliance with the Act. Angie, meddle further and I will pursue you for monetary damages.

Your recent antics have prompted me to make a perusal of your leasehold. As you know, we have been trying to verify reports that you are harboring a dog which has been confirmed and a "Notice to Comply with Lease or Quit Premises" as been issued. If you fail to remedy this breach on contract as provided under the notice an Unlawful Detainer Action and Eviction Summons shall be filed without further notice.

This blatant act exerted even after my forewarning to you of August 9, 2016, coupled with the plethora of problems of damages in the past from your abrasive usage of the premises and now an inspection revealing extensive damages to your front door require me to advise you that I will not, at its termination, renew your leasehold.

Adamantly,



Ed L Christensen, Owner/Landlord

WWW.PIONEERHILLAPARTMENTS.COM

CC: Jay Showalter.

20. On that same day, September 2, 2016, Defendant issued a "NOTICE TO COMPLY WITH LEASE OR QUIT PREMISES" which demanded the payment of the following:

PET VIOLATION – DOG @ \$120.00	120.00
PET VIOLATION – DOG @\$25/day - 8.28.16 to 9.13.16 (17)	425.00
REMEDY NOTICE – NCWLQP(11) + Service	<u>36.47</u>
TOTAL PAST DUE AND OWED	<u>\$ 581.47</u>

The pertinent part stated:

If you fail to pay the \$581.47 and remove the dog or vacate said premises within eleven days, an unlawful detainer action shall be commenced without further notice. You shall remain obligated to pay rent for the period of time stipulated in your lease contract and you will be liable for contractual charges, costs and legal fees for a proceeding for your eviction or other suit, if this breach of contract is not remedied.

21. On or about September 3, 2016, Defendant's maintenance person, Jay Showalter, began taking pictures of Raspone's son, Denton, as he walked the dog. He also attempted to enter Raspone's apartment without notice.

22. On or about September 5, 2016, Raspone, by way of letter dated September 5, 2016, notified Defendant that due to his "refusal to allow [her], a disabled person, the right to a service animal" she would vacate the unit by midnight on September 13, 2016.

23. On or about September 6, 2016, Defendant issued two notices to Raspone. One was a Notice to Pay Rent or Vacate, demanding Raspone and Denton pay \$408 for the September rent by September 10, 2016, or vacate the unit. The second notice, a Notice to Comply with Lease or Quit Premises, demanded Raspone and Denton pay \$121.47 in late fees for September rent and service of notices or vacate the unit by September 17, 2016. Both notices stated that failure to comply would result in an unlawful detainer lawsuit filed "without further notice."

24. On or about September 8, 2016, Defendant responded to Raspone's letter of September 5, 2016:

COMPLAINT - 8

1 Dear Angie,

2 During my lifetime, I've never been so miffed about a tenant's behavior. How you construe
 3 statutory notices to be a "request to be out of the apartment by September 13, 2016" astonishes
 4 me. You are liable for the duration of your leasehold. Your letter(s) and/or abandonment of the
 5 apartment do not remedy the contract violations. You remain obligated to pay rent for the period
 of time stipulated in your contract. Also, you are liable for physical damages to the premises,
 authorized charges, costs and legal fees of a court proceeding.

6 You have been served remedy notices (*not requests*) as provided under Title RCW 59 Landlord
 7 and Tenant Act, to permit you to remedy the violations/breaches of your lease contract. The
 8 "Notice to Comply with Lease or Quit Premises" for the pet violation requires you to remedy by
 9 September 13, 2016. The "Notice to Pay Rent of Vacate" for the non-payment of rent requires
 10 you to remedy by September 10, 2016, and the "Notice to Comply with Lease or Quit Premises"
 11 for the late fees and service fees requires you to remedy by September 17, 2016. If you are not
 compliant upon the expiration of these notices, you will be "guilty" of unlawful detainer as
 provided by RCW 59.12.030(3)&(4). Further, an Unlawful Detainer Action and Eviction
 Summons shall be commenced without notice.

12 Angie, the soul controlling factor of your leasehold is the Washington Landlord Tenant Act and
 13 supremely, the lease contact you signed. The statutes or the lease do not provide for tantrums.
 14 CAC, Section 8, Federal Fair Housing, Palouse River Counseling, even the Northwest Justice
 Project have "no dog" in this circumstance. Their opinions are moot.

15 PIONEER HILL APARTMENTS

16 
 17 Ed L. Christensen, Owner/Landlord

18 25. On or about September 9, 2016, after consulting with the Northwest Justice
 19 Project, Raspone again advised Defendant that she would vacate the unit by September
 20 13, 2016, as directed in Defendant's first Notice to Comply with Lease or Quit Premises.
 21 Raspone disputed the fines for pet violations "because my assistance animal is not a
 22 pet" and reminded Defendant that she paid last month's rent at the time of move-in as
 23 well as a deposit. She also stated that Defendant had denied her request for a reasonable
 24 accommodation and violated the Fair Housing Act.
 25
 26
 27
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1 26. On September 12, 2016, Defendant filed a *pro se* Complaint for Unlawful
2 Detainer for Nonpayment of Rent and/or Noncompliance with the Lease and Money
3 Damages in Whitman County Superior Court, seeking possession of the property,
4 unpaid rent through the end of the lease term, fines for violation of the pet rules, and
5 miscellaneous damages in excess of \$8,000 not including interest.
6

7 27. On that same day, September 12, 2016, Raspone and Denton moved from
8 the Subject Property. Due to the fact that Raspone and Denton had not located
9 replacement housing in the area, they moved in with Raspone's mother in Clarkston,
10 Washington, about an hour from Denton's school and Palouse River Counseling.
11

12 28. On September 13, 2016, Raspone contacted Northwest Fair Housing
13 Alliance ("NWFHA"), a fair housing advocacy group serving central and eastern
14 Washington, for assistance regarding the denial of her request for a reasonable
15 accommodation and the termination of her tenancy.
16
17

18 29. In response, NWFHA designed and conducted a telephone test of
19 Defendant's reasonable accommodation policies. A NWFHA tester left voicemail
20 messages for Defendant on October 25 and 26, 2016, stating that she was interested in
21 the one-bedroom apartment and providing her contact information. Defendant called
22 the tester back on October 27, 2016 and stated that the one-bedroom apartment would
23 be available on December 1, 2016. After discussing the rental terms, the tester told
24 Defendant that she had a service animal and asked if that was okay. Defendant
25 immediately replied, "No dogs!" The tester inquired further, "Even if it's a prescribed
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27
28

1 service animal?" The Defendant responded, "No dogs, thank you," and hung up the
2 phone.

3 30. Defendant's advertisements on Craigslist and on the website for the subject
4 property state "**ABSOLUTELY NO DOGS**" or "**NO DOGS**" respectively.

6 31. On December 2, 2016, Defendant's Unlawful Detainer action against
7 Raspone and Denton was dismissed without prejudice, after Defendant failed to appear
8 in court.
9

10 PROCEDURAL BACKGROUND

11 32. As required by the Fair Housing Act, 42 U.S.C. § 3610(a) and (b), the
12 Secretary of the U.S. Department of Housing and Urban Development ("HUD")
13 conducted an investigation of the complaint made by Raspone and Denton, attempted
14 conciliation without success, and prepared a final investigative report.
15

16 33. Based on the information gathered in the investigation, the Secretary of
17 HUD, pursuant to 42 U.S.C. § 3610(g), determined that reasonable cause exists to
18 believe that illegal discriminatory housing practices occurred.
19

20 34. On January 24, 2020, the Secretary of HUD issued a Determination of
21 Reasonable Cause and Charge of Discrimination pursuant to 42 U.S.C. § 3610(g),
22 charging Defendant with discrimination under the Fair Housing Act.
23

24 35. On February 18, 2020, Raspone and Denton elected to have the claims
25 asserted in HUD's Charge of Discrimination resolved in a federal civil action pursuant
26 to 42 U.S.C. § 3612(a).
27
28

41. Raspone and Denton are aggrieved persons, as defined in 42 U.S.C. § 3602(i), and have suffered economic loss, emotional distress and lost housing opportunities as a result of Defendant's discriminatory actions.

42. Defendant's discriminatory actions were intentional, willful, and taken in disregard of the rights of Raspone and Denton.

WHEREFORE, the United States requests that this Court:

1. Declare that Defendant's discriminatory housing practices as set forth above violate the Fair Housing Act;

2. Enjoin and restrain Defendant, his officers, employees, agents, successors, and all other persons or corporations in active concert or participation with Defendant, from:

A. Discriminating in the sale or rental, or otherwise making unavailable or denying, a dwelling to any buyer or renter because of disability, in violation of 42 U.S.C. § 3604(f)(1);

B. Discriminating against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of disability, in violation of 42 U.S.C. § 3604(f)(2);

C. Refusing to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3)(B); and

D. Coercing, intimidating, threatening or interfering with any person in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by the Fair Housing Act, in violation of 42 U.S.C. § 3617.

3. Order Defendant to take such affirmative steps as may be necessary to restore, as nearly as practicable, Raspone and Denton to the position they would have been in but for the discriminatory conduct;

4. Order Defendant to take such actions as may be necessary to prevent the recurrence of any discriminatory conduct in the future and to eliminate, to the extent practicable, the effects of his unlawful conduct, including implementing policies and

1 procedures to ensure that no applicants or residents are discriminated against because
2 of disability;

3 5. Award monetary damages to Raspone and Denton pursuant to 42 U.S.C.
4 §§ 3612(o)(3) and 3613(c)(1); and
5

6 6. Order such additional relief as the interests of justice require.

7 RESPECTFULLY SUBMITTED: March 16, 2020.

8 William D. Hyslop
9 United States Attorney

10 s/Joseph P. Derrig
11 Joseph P. Derrig
12 Assistant United States Attorney
13 Usawae-JDerrigECF@usdoj.gov
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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket. **PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.